

**12. Award RFP-4227-04/GMG – Vending Agreement for Snacks, Drinks and Hot/Cold Food Vending for Seminole County Services Building, Courthouse and Criminal Justice Center, to Snack Time Vending, Inc., Longwood (15% commissions on snacks and beverages).**

RFP-4227-04/GMG will provide for snacks, drinks and hot/cold food vending services for the Seminole County Services Building, Courthouse and Criminal Justice Center facilities.

This project was publicly advertised and the County received four (4) submittals in response to the solicitation. The Evaluation Committee which consisted of Jodi Doyle, Planning and Development Department; Carol Floyd, State Attorney's Office; Meloney Lung, Administrative Services Department/Support Services Division and Angi Thompson, Administrative Services Department/Support Services Division evaluated the submittals.

The evaluation was based on the following criteria:

**Technical Plan**

- Understanding of the Scope of Services and proposed approach.
- Qualifications of the firm to provide required services, response time.
- Availability of equipment, and demonstrated experience to provide high quality food service efficiently.
- Selection – Variety of items, guaranteed fresh, local service/local company

**Price Proposal**

- Expected financial return to Seminole County Government.
- Ability to provide reasonable prices to the customer.

**Past Performance**

- Performance on prior contracts with similar scope

The review committee evaluated the submittals and requested Best and Final Offers (BAFO) from the following firms (listed in alphabetical order):

- Canteen Vending Services, Altamonte Springs
- Snack Time Vending, Inc., Longwood

The firms were requested to submit the Best and Final Offer regarding the User Fees Payable to the County. The Evaluation Committee reviewed and compared the offered fees and the references received and based on that information, the committee recommends award of the contract to Snack Time Vending, Inc, Longwood.

The Contractor shall pay to the County a commission of 15% of gross sales for beverages and snacks. The hot/cold food vending will not receive sales commission. Commissions will be paid on a monthly basis for the term of the agreement which will be in effect for a period of three (3) years with three (3) additional periods of one (1) year.

Administrative Services Department/Support Services Division and Fiscal Services Department/Purchasing and Contracts Division recommend the Board to award the project and authorize the County Manager to execute the contract as prepared by the County Attorney's Office and pursuant to the RFP documents.

<b>B.C.C. - SEMINOLE COUNTY, FL</b>
<b>RFP TABULATION SHEET</b>

BID NUMBER: RFP-4227-04/GMG

BID TITLE: Vending Agreement for Snacks, Drinks & Hot/Cold Food Vending  
Services for Seminole County Services, Courthouse & Criminal  
Justice Center Locations

OPENING DATE: December 1, 2004 at 2:00 P.M.

ITEM DESCRIPTION	Response 1	Response 2	Response 3	Response 4
	Canteen Vending Services 855 Sunshine Lane Altamonte Springs FL 32714  (407) 862-0800 – Phone (407) 862-3026 - Fax William B. Dwyer	Florida Coca-Cola Bottling Co. 2900 Mercy Drive. Orlando, FL 32808  (407) 521-4051 – Phone (407) 521-4036 – Fax Gary Bowers	Snack Time Vending, Inc. 2480 N. Ronald Reagan Blvd. Longwood, FL 32750-3538  (407) 332-9299 – Phone (407) 332-9769 – Fax Jerry Jacobs	The Vending Station, Inc. P.O. Box 701565 St. Cloud, FL 34770  (407) 891-7632 (407) 891-1495 Dennis Sharp
Products with Prices	Yes	Yes	Yes	Yes
Compliance with Public Records Law	Yes	Yes	Yes	Yes
Bidder's Certification	Yes	Yes	Yes	Yes
Conflict of Interest Statement	Yes	Yes	Yes	Yes
Commission rates	10.5% - snacks, hot beverages & juice 12.5% - cold beverages	(Beverages only) 45% on 1.00 vend 35% on .60 vend.	0% on food 10% on everything else	15% on all products

Posted: 12/2/2004

**Award will be based on the Evaluation Criteria of the project as follows:**

**Technical Plan**

Understanding of the Scope of Services and proposed approach. -  
Qualifications of the firm to provide required services, response time.  
Availability of equipment, and demonstrated experience to provide  
High quality food products efficiently.  
Selection – Variety of items, guaranteed fresh, local service/local company.

**Price Proposal**

Expected financial return to Seminole County Government  
Ability to provide reasonable prices to the customer

**Past Performance**

Performance on prior contracts with similar scope

<b>B.C.C. - SEMINOLE COUNTY, FL</b>
<b>RFP TABULATION SHEET – BEST AND FINAL OFFER</b>

BID NUMBER: RFP-4227-04/GMG

BID TITLE: Vending Agreement for Snacks, Drinks & Hot/Cold Food Vending  
Services for Seminole County Services, Courthouse & Criminal  
Justice Center Locations

ITEM DESCRIPTION	Response 1	Response 2
	Canteen Vending Services 855 Sunshine Lane Altamonte Springs FL 32714  (407) 862-0800 – Phone (407) 862-3026 – Fax William B. Dwyer	Snack Time Vending, Inc. 2480 N. Ronald Reagan Blvd. Longwood, FL 32750-3538  (407) 332-9299 – Phone (407) 332-9769 – Fax Jerry Jacobs
Products with Prices	Yes	Yes
Compliance with Public Records Law	Yes	Yes
Bidder's Certification	Yes	Yes
Conflict of Interest Statement	Yes	Yes
User Fee Payable	12.5 %	15 % except cold food

Recommendation of Award : *SNACK TIME VENDING, INC., LONGWOOD (Posted 2/09/2005 @ 2:15PM)*

**RECOMMENDATION OF AWARD  
FOR  
RFP-4227-04/GMG**

**VENDING AGREEMENT FOR SNACKS, DRINKS & HOT/COLD FOOD VENDING  
SERVICES FOR SEMINOLE COUNTY SERVICES BUILDING, COURTHOUSE AND  
CRIMINAL JUSTICE CENTER**

**APPLICANTS NAME (Alphabetical Order):**

Canteen Vending Services, Altamonte Springs  
Florida Coca-Cola Botling Co., Orlando  
Snack Time Vending, Inc., Longwood  
The Vending Station, Inc., St. Cloud

**REVIEW COMMITTEE MEMBERS:**

Jodi Doyle, Planning and Development Department  
Carol Floyd, State Attorney's Office  
Meloney Lung, Administrative Services Department/Support Services  
Angi Thompson, Administrative Services Department/Support Services

**RECOMMENDATION FOR AWARD:**

**DATE:**

Snack Time Vending, Inc., Longwood

February 9, 2005

**Describe strengths, weaknesses and deficiencies to support your  
assessment.**

- Local vendor – daily service
- 2 hour response time
- Competitive prices
- Provide utensils, microwares
- Excellent working relationship with County
- Variety of foods
- Excellent past performance records
- Metered machines

RFP-4227-04/GMG – Evaluation of Proposals

Vending Agreement for Snacks, Drinks, Hot/Cold Food Vending Services for Seminole County Services Building, Courthouse and Criminal Justice Center Locations

**Proposer:** Canteen Vending Services  
855 Sunshine Lane  
Altamonte Springs, Florida 32714

**Ranking:** HA

**Comments:**

- Highly comprehensive submittal
- 2 hour response time
- Daily service – excellent program
- Extensive products selection, excellent variety of hot foods – large assortments of brand names
- High revenue accounts/high traffic accounts – Higher costs – competitive prices
- Excellent past performance records

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**Proposer:** Florida Coca-Cola Bottling Co  
2900 Mercy Drive  
Orlando, Florida 32808

**Ranking:** U

**Comments:**

- Brand specific product line
- No foods or snacks offered

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**Proposer:** Snack Time Vending, Inc.  
2480 N. Ronald Reagan Blvd.  
Longwood, Florida 32750-3538

**Ranking:** HA

**Comments:**

- Local vendor – daily service
- 2 hour response time
- Competitive prices
- Provide utensils, microwares
- Excellent working relationship with County
- Variety of foods
- Excellent past performance records
- Metered machines

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**Proposer:** The Vending Station, Inc.  
PO Box 701565  
St. Cloud, Florida 34770

**Ranking:** M

**Comments:**

- Provide funds for refunds
- Service – 2X/week – both food and beverage
- Auto 45 days product rotation
- Out of the area company
- Prices on line with current contract
- \$5 bill changer

## Evaluation Forms

Rating	Description
Highly Acceptable:	Offer exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features benefit the County.
Acceptable:	Offer meets the County requirements. Any weakness is minor.
Marginal:	Offer contains weaknesses or minor deficiencies which could have an impact, if accepted.
Unsatisfactory:	Offer does not comply substantially with the requirements.

### Evaluators:

Meloney Lung, Manager, Support Services Division  
Angi Thompson, Principal Analyst, Support Services Division  
Carol Floyd, Executive Secretary, State Attorney's Office  
Jodi Doyle, Senior Staff Assistance, Planning & Development

**Section 5  
Price Proposal  
Best and Final Offer – 1/20/2005**

**PROJECT: VENDING AGREEMENT FOR SNACKS, DRINKS & HOT/COLD FOOD  
VENDING SERVICES FOR SEMINOLE COUNTY SERVICES,  
COURTHOUSE & CRIMINAL JUSTICE CENTER LOCATIONS**

**COUNTY CONTRACT NO. RFP-4227-04/GMG**

Name of Proposer: Snack Time Vending, Inc.  
Mailing Address: 2480 N. Ronald Reagan Blvd.  
Street Address: (same as above)  
City/State/Zip: Longwood, FL. 32750  
Phone Number: (407) 332-9299  
FAX Number: (407) 332-9769

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity Contract Documents, including Addenda Nos. 1 through 2, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates

**User Fee Payable:**

**User Fees:**

User Fee paid to the County is to be based on a percentage of gross receipts from sales of food and beverage products less any applicable state sales taxes. List the percentage in the following paragraph.

**Food, Snack and Beverage Sales:**

For each and every month of the Agreement, the Contractor shall pay to the County a sum of money called User fee equal to fifteen percent (15 %) of Contractor's



\*

**gross receipts** from sales during each such calendar month or fractional calendar month from all sales. For any additional fractional calendar month during the term, the Contractor shall pay the County a User fee computed as above based upon the gross receipts from sales during such fractional calendar month. The date the User fee is required will be determine after the Agreement is executed. The User Fee received after the agreed date shall bear interest at the rate of 1-1/2% per month from the date due until paid. Checks are to be made payable to the Board of Seminole County Commissioners.

For each and every subsequent year, the User fee figure is subject to renegotiation and a mutual agreement of the parties under Contract. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the County, this Agreement may be terminated.

\* Snack Time Vending, Inc. shall pay a monthly commission of 15% of gross sales less sales tax on all vending machines other than cold food. If commission is desired on food, pricing on food can be adjusted to accommodate commission

Section 5  
Price Proposal  
Best and Final Offer – 1/20/2005

PROJECT: VENDING AGREEMENT FOR SNACKS, DRINKS & HOT/COLD FOOD  
VENDING SERVICES FOR SEMINOLE COUNTY SERVICES,  
COURTHOUSE & CRIMINAL JUSTICE CENTER LOCATIONS

COUNTY CONTRACT NO. RFP-4227-04/GMG

Name of Proposer: Canteen Vending Services a division of Compass Group, NAD

Mailing Address: 855 Sunshine Lane

Street Address: (same as above)

City/State/Zip: Altamonte Springs, FL 32724

Phone Number: ( 407 ) 862-0800

FAX Number: ( 407 ) 862-3026

Pursuant to and in compliance with the Request for Proposals, Instructions to Proposers, and the other documents relating thereto, the undersigned Proposer, having familiarized himself with the terms of the Contract Documents, local conditions affecting the performance of the Work, and the cost of the Work at the places where the Work is to be done, hereby proposes and agrees to perform, including all of its component parts and everything required to be performed, and to provide and furnish any and all of the labor, material, and tools, equipment, and all transportation services necessary to perform the Work and complete in a workmanlike manner, all of the Work required in connection with the required services, all in strict conformity with the Contract Documents, including Addenda Nos. #1 through #2, on file at the Purchasing Division for the amount hereinafter set forth.

The undersigned, as Proposer, declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion with any person, firm or corporation; and he proposes and agrees, if the proposal is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates

**User Fee Payable:**

**User Fees:**

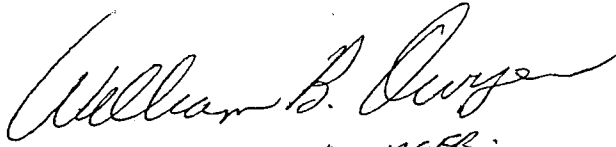
User Fee paid to the County is to be based on a percentage of gross receipts from sales of food and beverage products less any applicable state sales taxes. List the percentage in the following paragraph.

**Food, Snack and Beverage Sales:**

For each and every month of the Agreement, the Contractor shall pay to the County a sum of money called User fee equal to Twelve point five percent ( 12.5 %) of Contractor's

gross receipts from sales during each such calendar month or fractional calendar month from all sales. For any additional fractional calendar month during the term, the Contractor shall pay the County a User fee computed as above based upon the gross receipts from sales during such fractional calendar month. The date the User fee is required will be determine after the Agreement is executed. The User Fee received after the agreed date shall bear interest at the rate of 1-1/2% per month from the date due until paid. Checks are to be made payable to the Board of Seminole County Commissioners.

For each and every subsequent year, the User fee figure is subject to renegotiation and a mutual agreement of the parties under Contract. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the County, this Agreement may be terminated.



REGIONAL SALES MANAGER.

1/28/2005

Canteen Client Reference ListFebruary 03, 2005

866 Sunshine Lane • Altamonte Springs, FL 32714-3901

407-862-0600 • 866-360-3887 • Fax 407-862-3026

A member of the Compass Group

University of Central Florida  
Charles Evans  
12479 Research Parkway  
Orlando, FL 32828-3248  
Phone: 407.823.0321  
Fax: 407.823.0247

Starwood Vacation Ownership  
Mark Dunham  
8101 Chancellor Blvd.  
Orlando, FL 32809-5611  
Phone: 407.903.4381  
Fax: 407.903.4335

Central Florida Investments  
Barry Levine  
2770 Old Lake Wilson Road  
Kissimmee, FL 34747-1802  
Phone: 407.396.8523 x41551  
Fax: 407.356.1926

Orlando Sentinel  
Judee Endean  
633 N. Orange Avenue  
Orlando, FL 32801-1349  
Phone: 407.420.5532  
Fax: 407.420.5371

Full Sail University  
Geoffrey Rogers  
3280 University Blvd.  
Winter Park, FL 32792-7436  
Phone: 407.879.0100 x2149  
Fax: 407.679.9885

Walgreen's  
Aida Jordan  
2455 Premier Row  
Orlando, FL 32809-5604  
Phone: 407.859.8618  
Fax: 407.859.8202

407-859-8611 - Fax  
407-859-8202 - Phone

Sprint PCS  
Mable Moles  
965 N. Keller Road  
Altamonte Spgs., FL 32714-1618  
Phone: 407.659.4632  
Fax: 407.659.4795

Louis Dryfus Citrus, Inc.  
Bob Bruce  
355 9th Street  
Winter Garden, FL 34787-3651  
Phone: 407.656.1000 x151  
Fax: 407.656.1229

Delta Connection  
Ron Lewis  
2700 Flightline Avenue  
Sanford, FL 32773-9883  
Phone: 407.330.7020 x174  
Fax: 407.330.0448

Nokia  
Brent Braithwait  
795 W. Nasa Blvd.  
Melbourne, FL 32901-1815  
Phone: 321.726.4500  
Fax: 321.726.4415

Marriott Vacation Club  
Donald Cox  
6649 Westwood Blvd., Suite 500  
Orlando, FL 32821-8044  
Phone: 407.513.8528  
Fax: 407.513.8513



FEB-03-2005 16:01

SEMINOLE COUNTY GOV'T.

407.665.7956

P.01/01

DEPARTMENT OF FISCAL SERVICES  
PURCHASING AND CONTRACTS DIVISION



February 3, 2005

To: Barry Levine - Fax 407-355-1926  
Barry Florida Investments

From: Betsey J. Cohen, CPPB  
Purchasing and Contracts Supervisor

Canteen Vending Services, Altamonte Springs, submitted a proposal to provide vending services for snacks, drinks and cold/hot food for Seminole County Services Building, Courthouse and Criminal Justice Center Facilities. Your firm was listed as a reference and your input is very important to us. Please complete the following questions and fax it to 407-665-7956. Thank you for your assistance.

Please evaluate the firm based on the following criteria. Circle the most appropriate response for each category.

1. Availability and variety of snacks, drinks and hot/cold food items. Excellent - Very Good - Good - Fair - Poor
2. Reasonableness of the cost of the products. Excellent - Very Good - Good - Fair - Poor
3. Response time to refill vending machines. Excellent - Very Good - Good - Fair - Poor
4. Are the Technicians responsive to your needs? Excellent - Very Good - Good - Fair - Poor
5. Have they ever had a problem that they could not solve? Once & it was resolved quickly.  
If yes, please explain: \_\_\_\_\_
6. Reporting and reimbursement processes. Excellent - Very Good - Good - Fair - Poor
7. Would you recommend this company to others? ☒ Yes ☐ No
8. How would you rank the overall service of this company? Excellent - Very Good - Good - Fair - Poor

Person providing information (include Title and Phone): BARRY LEVINE (Dir of Resorts & EA)

Additional Comments: I Since they have reorganized themselves & Wes Griffiths has taken over they have been on top of their game.

Please respond by Monday, February 7, 2005



FEB 03 2005 5:28 PM

MVC INDOLE COUNTY GOV'T.

NO. 268 P. 1

DEPARTMENT OF FISCAL SERVICES  
PURCHASING AND CONTRACTS DIVISION



February 3, 2005

To: Donald Cox -- Fax 407-513-6513  
Marriott Vacation Club

From: Betsy J. Cohen, CPPB  
Purchasing and Contracts Supervisor

Canteen Vending Services, Altamonte Springs, submitted a proposal to provide vending services for snacks, drinks and cold/hot food for Seminole County Services Building, Courthouse and Criminal Justice Center Facilities. Your firm was listed as a reference and your input is very important to us. Please complete the following questions and fax it to 407-665-7956. Thank you for your assistance.

Please evaluate the firm based on the following criteria. Circle the most appropriate response for each category.

1. Availability and variety of snacks, drinks and hot/cold food items. Excellent Very Good - Good - Fair - Poor
2. Reasonableness of the cost of the products. Excellent Very Good - Good - Fair - Poor
3. Response time to refill vending machines. Excellent Very Good - Good - Fair - Poor
4. Are the Technicians responsive to your needs? Excellent Very Good - Good - Fair - Poor
5. Have they ever had a problem that they could not solve? No  
If yes, please explain: \_\_\_\_\_
6. Reporting and reimbursement processes. Excellent Very Good - Good - Fair - Poor
7. Would you recommend this company to others? ☒ Yes ☐ No
8. How would you rank the overall service of this company? Excellent Very Good - Good - Fair - Poor

Person providing information (include Title and Phone): DONALD R. COX FACILITIES MGR.  
407 513-6526

Additional Comments: I'VE BEEN WITH A LOT OF VENDING COMPANIES AND  
CANTEEN I WOULD RATE THE BEST.

Please respond by Monday, February 7, 2005

FEB-03-2005 16:04

SEMINOLE COUNTY GOV'T.

407 665 7956

P.01/01

DEPARTMENT OF FISCAL SERVICES  
PURCHASING AND CONTRACTS DIVISION



February 3, 2005

To: Ron Lewis - Fax 407-330-0448  
Delta Connection

From: Betsy J. Cohen, CPPB  
Purchasing and Contracts Supervisor

Canteen Vending Services, Altamonte Springs, submitted a proposal to provide vending services for snacks, drinks and cold/hot food for Seminole County Services Building, Courthouse and Criminal Justice Center Facilities. Your firm was listed as a reference and your input is very important to us. Please complete the following questions and fax it to 407-665-7956. Thank you for your assistance.

Please evaluate the firm based on the following criteria. Circle the most appropriate response for each category.

1. Availability and variety of snacks, drinks and hot/cold food items. Excellent - Very Good - Good - Fair - Poor
2. Reasonableness of the cost of the products. Excellent - Very Good - Good - Fair - Poor
3. Response time to refill vending machines. Excellent - Very Good - Good - Fair - Poor
4. Are the Technicians responsive to your needs? Excellent - Very Good - Good - Fair - Poor
5. Have they ever had a problem that they could not solve? NEVER, ALWAYS RESPONSIVE  
If yes, please explain: \_\_\_\_\_
6. Reporting and reimbursement processes. Excellent - Very Good - Good - Fair - Poor
7. Would you recommend this company to others? ☒ Yes ☐ No
8. How would you rank the overall service of this company? Excellent - Very Good - Good - Fair - Poor

Person providing information (include Title and Phone): RON LEWIS, MANAGER OF CUSTOMER SERVICE  
(407) 330-7020 EXT 174

Additional Comments: WE ARE VERY PLEASED WITH THE PRODUCTS AND SERVICE OF CANTEEN

Please respond by Monday, February 7, 2005

DEPARTMENT OF FISCAL SERVICES  
PURCHASING AND CONTRACTS DIVISION



February 3, 2005

To: Brent Braithwaite - Fax 321-726-4415  
Nokia

From: Betsy J. Cohen, CPPB  
Purchasing and Contracts Supervisor

Canteen Vending Services, Altamonte Springs, submitted a proposal to provide vending services for snacks, drinks and cold/hot food for Seminole County Services Building, Courthouse and Criminal Justice Center Facilities. Your firm was listed as a reference and your input is very important to us. Please complete the following questions and fax it to 407-665-7956. Thank you for your assistance.

Please evaluate the firm based on the following criteria. Circle the most appropriate response for each category.

1. Availability and variety of snacks, drinks and hot/cold food items. Excellent (Very Good) Good - Fair - Poor
2. Reasonableness of the cost of the products. Excellent (Very Good) Good - Fair - Poor
3. Response time to refill vending machines. Excellent (Very Good) Good - Fair - Poor
4. Are the Technicians responsive to your needs? Excellent (Very Good) Good - Fair - Poor
5. Have they ever had a problem that they could not solve? one Problem with bill changer  
if yes, please explain: that lasted several days, but was finally resolved.
6. Reporting and reimbursement processes. Excellent (Very Good) Good - Fair - Poor
7. Would you recommend this company to others? ☒ Yes ☐ No
8. How would you rank the overall service of this company? Excellent (Very Good) Good - Fair - Poor

Person providing information (include Title and Phone): BRENT D. BRAITHWAITE  
FACILITY MANAGER 321-726-4460

Additional Comments: \_\_\_\_\_

Please respond by Monday, February 7, 2005



DEPARTMENT OF FISCAL SERVICES  
PURCHASING AND CONTRACTS DIVISION



February 3, 2005

To: Charles Evans - Fax: 407-823-0247  
University of Central Florida

From: Betsey J. Cohen, CPPB  
Purchasing and Contracts Supervisor

Canteen Vending Services, Altamonte Springs, submitted a proposal to provide vending services for snacks, drinks and cold/hot food for Seminole County Services Building, Courthouse and Criminal Justice Center Facilities. Your firm was listed as a reference and your input is very important to us. Please complete the following questions and fax it to 407-665-7956. Thank you for your assistance.

Please evaluate the firm based on the following criteria. Circle the most appropriate response for each category.

1. Availability and variety of snacks, drinks and hot/cold food items. ☒ Excellent ☒ Very Good ☐ Good ☐ Fair ☐ Poor
2. Reasonableness of the cost of the products. ☐ Excellent ☒ Very Good ☐ Good ☐ Fair ☐ Poor
3. Response time to refill vending machines. ☒ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor
4. Are the Technicians responsive to your needs? ☒ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor
5. Have they ever had a problem that they could not solve? THEY ARE WORKING ON SOLVING IT  
If yes, please explain: WE HAVE HAD A RASH OF BREAK-INS & VANDALS  
ABUSING THE MACHINES - THEY ARE WORKING THROUGH GETTING  
THE MACHINES REGULAR PROOF.
6. Reporting and reimbursement processes. ☐ Excellent ☒ Very Good ☐ Good ☐ Fair ☐ Poor
7. Would you recommend this company to others? ☒ Yes ☐ No
8. How would you rank the overall service of this company? ☒ Excellent ☐ Very Good ☐ Good ☐ Fair ☐ Poor

Person providing Information (Include Title and Phone): ELLEN McARDIE OFFICE ASST  
UCF BUSINESS SERVICES

Additional Comments: \_\_\_\_\_

Please respond by Monday, February 7, 2005

DEPARTMENT OF FISCAL SERVICES



PURCHASING AND CONTRACTS DIVISION

February 3, 2005

To: Mable Moles - Fax 407-659-4795  
Sprint PCS

From: Betsy J. Cohen, CPPB  
Purchasing and Contracts Supervisor

Canteen Vending Services, Altamonte Springs, submitted a proposal to provide vending services for snacks, drinks and cold/hot food for Seminole County Services Building, Courthouse and Criminal Justice Center Facilities. Your firm was listed as a reference and your input is very important to us. Please complete the following questions and fax it to 407-665-7956. Thank you for your assistance.

Please evaluate the firm based on the following criteria. Circle the most appropriate response for each category.

1. Availability and variety of snacks, drinks and hot/cold food items. Excellent - Very Good - Good - Fair - Poor
2. Reasonableness of the cost of the products. Excellent - Very Good - Good - Fair - Poor
3. Response time to refill vending machines. Excellent - Very Good - Good - Fair - Poor - 2 Times a day Call Center
4. Are the Technicians responsive to your needs? Excellent - Very Good - Good - Fair - Poor
5. Have they ever had a problem that they could not solve? NO  
If yes, please explain: \_\_\_\_\_
6. Reporting and reimbursement processes. Excellent - Very Good - Good - Fair - Poor
7. Would you recommend this company to others? ☒ Yes ☐ No
8. How would you rank the overall service of this company? Excellent - Very Good - Good - Fair - Poor

Person providing information (Include Title and Phone): Mabel Mole

Additional Comments: Facilities Mgr. II

Have used Canteen over the years & also in other states to provide my needs. They have also been good

Please respond by Monday, February 7, 2005

for me & when great during the hurricane in providing bottle water at a last minute request.

ST and Canteen comm comp (04).xls  
comm comp

Type	Location: CJC			Snack Time	Canteen
	Total	Average	Annual	Commission 15.00%	Commission 12.50%
Snack	\$ 255.50	\$ 127.75	\$ 1,533.00	\$ 229.95	\$ 191.63
Pepsi	\$ 259.30	\$ 129.65	\$ 1,555.80	\$ 233.37	\$ 194.48
Coke	\$ 253.85	\$ 126.93	\$ 1,523.10	\$ 228.47	\$ 190.39
Coffee	\$ 766.50	\$ 255.50	\$ 3,066.00	\$ 459.90	\$ 383.25
Food	\$ 1,251.41	\$ 417.14	\$ 5,005.64	\$ -	\$ 625.71
Coke	\$ 1,237.80	\$ 412.60	\$ 4,951.20	\$ 742.68	\$ 618.90
Snack	\$ 1,165.80	\$ 388.60	\$ 4,663.20	\$ 699.48	\$ 582.90
Pepsi	\$ 971.35	\$ 323.78	\$ 3,885.40	\$ 582.81	\$ 485.68
Pepsi	\$ 132.40	\$ 66.20	\$ 794.40	\$ 119.16	\$ 99.30
Coke	\$ 201.75	\$ 100.88	\$ 1,210.50	\$ 181.58	\$ 151.31
Snack	\$ 246.00	\$ 123.00	\$ 1,476.00	\$ 221.40	\$ 184.50
<b>CJC Total</b>	<b>\$ 6,741.66</b>			<b>\$ 3,698.79</b>	<b>\$ 3,708.03</b>

	Location: CH			Snack Time	Canteen
	Total	Average		Commission 15.00%	Commission 12.50%
Snack	\$ 2,393.15	\$ 199.43		\$ 358.97	\$ 299.14
Coke	\$ 1,306.60	\$ 108.88		\$ 195.99	\$ 163.33
Coke	\$ 2,844.20	\$ 237.02		\$ 426.63	\$ 355.53
Food	\$ 1,675.50	\$ 139.63		\$ -	\$ 209.44
Snack	\$ 3,521.45	\$ 293.45		\$ 528.22	\$ 440.18
Pepsi	\$ 1,947.60	\$ 162.30		\$ 292.14	\$ 243.45
Pepsi	\$ 2,059.90	\$ 171.66		\$ 308.99	\$ 257.49
Coke	\$ 2,563.85	\$ 213.65		\$ 384.58	\$ 320.48
Snack	\$ 1,672.50	\$ 139.38		\$ 250.88	\$ 209.06
Coke	\$ 1,718.70	\$ 143.23		\$ 257.81	\$ 214.84
Pepsi	\$ 1,722.15	\$ 143.51		\$ 258.32	\$ 215.27
Coke	\$ 902.65	\$ 75.22		\$ 135.40	\$ 112.83
Snack	\$ 1,614.05	\$ 134.50		\$ 242.11	\$ 201.76
Pepsi	\$ 794.75	\$ 66.23		\$ 119.21	\$ 99.34
Pepsi	\$ 1,516.51	\$ 126.38		\$ 227.48	\$ 189.56
<b>CH Total</b>	<b>\$ 28,253.56</b>			<b>\$ 3,986.71</b>	<b>\$ 3,531.70</b>

	Location: CSB			Snack Time	Canteen
	Total	Average		Commission 15.00%	Commission 12.50%
Coke	\$ 1,672.10	\$ 139.34		\$ 250.82	\$ 209.01
Snack	\$ 6,633.35	\$ 552.78		\$ 995.00	\$ 829.17
Food	\$ 4,130.20	\$ 344.18		\$ -	\$ 516.28
Coke	\$ 3,449.40	\$ 287.45		\$ 517.41	\$ 431.18
Coke	\$ 1,212.55	\$ 101.05		\$ 181.88	\$ 151.57
Pepsi	\$ 2,050.95	\$ 170.91		\$ 307.64	\$ 256.37
Pepsi	\$ 4,854.85	\$ 404.57		\$ 728.23	\$ 606.86
Pepsi	\$ 2,043.15	\$ 170.26		\$ 306.47	\$ 255.39
<b>CSB Total</b>	<b>\$ 26,046.55</b>			<b>\$ 3,287.45</b>	<b>\$ 3,255.82</b>

<b>Overall Total</b>				<b>\$ 10,972.95</b>	<b>\$ 10,495.54</b>
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DRAFT

CONCESSION OPERATIONS AGREEMENT  
SNACKS, BEVERAGES, HOT/COLD VENDING SERVICES FOR COUNTY SERVICES  
BUILDING, COURTHOUSE AND CRIMINAL JUSTICE CENTER

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by and between \_\_\_\_\_, whose address is \_\_\_\_\_, hereinafter referred to as "VENDOR," and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY owns and operates the Seminole County Services Building, the Seminole County Courthouse and the Seminole County Criminal Justice Center; and

WHEREAS, the COUNTY desires to make snacks, beverages and hot/cold vending services available to the users and patrons of the Seminole County Facilities according to the terms of this Agreement; and

WHEREAS, the VENDOR is competent to provide vending services under the terms of this Agreement.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and VENDOR agree as follows:

SECTION 1. PURPOSE AND SCOPE. The purpose of this Agreement is to set forth the terms and conditions under which the VENDOR shall provide for snacks, beverages, and hot/cold vending services at the locations as specified above. The VENDOR hereby agrees to perform the

services more particularly described in Exhibit "A," Scope of Services, attached herein.

**SECTION 2. TERM.** The term of this Agreement shall commence on the date of its execution by the parties and shall be in effect for a period of three (3) years. At the sole option of the COUNTY, this Agreement may be renewed for three (3) additional periods of one (1) year. The COUNTY shall exercise its option to renew not later than thirty (30) calendar days proceeding the expiration date of this Agreement or subsequent renewal period.

**SECTION 3. COMMISSION ON NET SALES.**

(a) The VENDOR shall pay to the COUNTY a commission of \_\_\_\_\_ percent ( %) of gross sales for all snacks and beverages sold in the designated location vending machines, paid on a monthly basis, for the term of this Agreement.

(b) Commission not paid by the due date shall bear interest at the rate of one and one-half percent (1½%) per month from the date due until paid.

(c) All commissions due the COUNTY under this Agreement shall be paid monthly to the COUNTY on or before the fifteenth (15<sup>th</sup>) day of the calendar month succeeding the month for which the payment is applicable.

(d) In computing the commission due the COUNTY, the first monthly accounting period shall commence on the date the VENDOR opens for business and shall end at the close of business on the last day of the same calendar month.

**SECTION 4. VENDOR RIGHTS.** Subject to the terms and conditions of this Agreement, the COUNTY grants VENDOR an exclusive right to install all vending machines which includes coin-operated beverage and machines. Those exclusive rights are limited to the Seminole County Services Building, the Seminole County Courthouse, and the Seminole County Criminal Justice Center.

**SECTION 5. VENDOR RESPONSIBILITIES.**

(a) VENDOR shall be responsible for obtaining all necessary permits and licenses.

(b) VENDOR shall be responsible for compliance with all requirements of federal, state and local laws, rules, and regulations related to the operating and sale of and vending items.

(c) VENDOR is responsible to assure that all equipment, mobile units, and storage units including their drive units and compressors shall not generate offensive noise levels and shall be neat and clean on the interior and exterior at all times. Offensive noises and cleanliness requirements are determined by the Support Services Manager.

(d) VENDOR shall be responsible for all damage to its equipment when the damage is caused by fire, flood, lighting or any cause beyond the control of the COUNTY.

(e) VENDOR shall assure that all personnel assigned to COUNTY facilities shall be courteous and properly attired at all times. VENDOR shall provide uniforms for its employees including, at a minimum, a shirt or blouse with nametag identification.

(f) VENDOR shall properly maintain all vending areas to present a neat, clean and attractive appearance to the COUNTY and its patrons. VENDOR shall perform maintenance services required to comply with terms of this Agreement and as may be directed by the Support Services Manager, at VENDOR's sole cost.

(g) VENDOR shall provide all necessary vending equipment and fixtures to support its vending services under the terms of this Agreement. Equipment and fixtures shall be adequate to respond to patron demand efficiently.

(h) VENDOR will be responsible for all equipment maintenance and repair, at his/her expense, as follows:

(1) Cleaning and polishing of the vending machines so that the equipment is clean and presentable at all times.

(2) Routine maintenance - all equipment to be checked periodically and a record of service calls maintained and made available upon request.

(3) Emergency service to be provided as required.

(4) A realistic program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment must be instituted and carried out.

(5) A service repair telephone number shall be noted on all equipment.

(6) Compliance with Florida Statutes, Section 212.0515(3)(a)(1991) which requires a particular notice to be affixed to all vending machines is required.

(7) Maintenance and service shall be performed within twenty-four (24) hours from a service call. All problems reported to the vendor shall be corrected within twenty-four (24) hours with the exception of a major breakdown. In case of a major breakdown, the machine may not be out of service more than forty-eight (48) hours before replacement.

(i) VENDOR shall participate in all aspects of the COUNTY's recycling program including source separation of waste and recyclables. VENDOR shall coordinate its recycling efforts with the COUNTY's Recycling Coordinator.

(j) VENDOR shall provide prompt, efficient and courteous service.

(k) The sale of items shall be made from locations that are approved by the COUNTY.

(l) The public's right of use and enjoyment of County facilities shall not be infringed upon by any activity of VENDOR.

(m) VENDOR agrees to observe and comply with all rules and regulations adopted by the COUNTY with respect to use of County facilities.

(n) VENDOR shall employ sufficient, suitable personnel and such employees shall be the sole responsibility of VENDOR. Employees shall, at all times, reflect personal cleanliness.

(o) VENDOR shall obtain all licenses and permits as required by the state and local authorities and shall comply with all health, sanitary and other regulations and laws.



(p) VENDOR shall maintain all assigned areas in a clean, sanitary condition consistent with all pertinent health and sanitary codes and authorized health authorities.

(q) VENDOR shall maintain a high quality of soft drinks and sodas and the COUNTY reserves the right to determine whether a particular product complies with the above standards.

(r) VENDOR shall have restocking system procedures.

#### **SECTION 6. COUNTY RESPONSIBILITIES.**

(a) The COUNTY shall provide trash dumpsters at the specified locations and the VENDOR may utilize the dumpsters for disposal of trash generated at those dumpsters related to the sale of vending items.

(b) The COUNTY shall maintain and repair its building structures designated for the VENDOR's use, including electrical lines up to the point of connection with vending equipment. The VENDOR shall indemnify the COUNTY and be solely responsible for damages and repairs to COUNTY buildings and facilities caused by VENDOR or its employees and agents.

**SECTION 7. REMOVAL OF VENDING PERSONNEL.** The VENDOR agrees, upon written direction by COUNTY setting forth just cause, to remove from service at COUNTY facilities, any of its employees who are responsible for improper conduct under this Agreement or who are unable or unqualified to perform their assigned duties as determined by COUNTY. VENDOR shall provide a replacement person, acceptable to COUNTY, for the reassigned employee.

**SECTION 8. POWERS RESERVED BY COUNTY.** The COUNTY reserves, but is not limited to, the following powers:

(a) Final determination of the quality and retail prices of all vending items.

(b) Final determination of all soft drink items.

(c) Final determination of the design, layout and location of all physical improvements for the vending activities and any future changes or modifications.

(d) Final determination of access to all vending areas at all times.

(e) The power to terminate this Agreement for acts of default by the VENDOR in accordance with Section 12 of this Agreement.

**SECTION 9. FINANCIAL REPORTING AND ACCOUNTABILITY.** The VENDOR shall maintain at all times accurate computerized accounting records on the operation of this concession. The form and substance of the accounting system shall be subject to the determination of the Support Services Manager and shall include, but not be limited to, the following:

(a) Complete separation of financial records for this vending operation from those of any other of the VENDOR's enterprises or business activities at other than COUNTY locations.

(b) A complete financial system which conforms to generally accepted accounting principles and practices and includes annual line item budgeting for expenditure and revenue accounting, accounts segregating, and identifying assets, liabilities, and net worth.

(c) Documentation supporting all entries into the financial accounting system to include all expenditure invoices, payroll summaries and copies of payroll tax returns, revenue and bank deposit receipts, bank statements, and all other such related documentation, copies of which are to be submitted monthly.

(d) Complete inventories of vending equipment and other capital assets and expendable and consumable supplies maintained continuously at the SCSB and SCC.

(e) Any other specific accounting information related to the Concessions operations which is determined by the COUNTY to be meaningful and necessary.

(f) VENDOR shall maintain, at its principal place of business, for a period of not less than five (5) years documentation for transactions relating to the computation of Gross Revenue and Net Sales. The COUNTY shall have the authority to make copies of all record for the purpose of verifying the accuracy of the VENDOR's financial obligations and payment to the COUNTY. It shall be the responsibility of the VENDOR to provide all information reasonably necessary for the audit at no expense to the COUNTY.

(g) Unless notice of dissatisfaction shall be served by the COUNTY the VENDOR within three (3) years after the receipt of any statement submitted by the VENDOR as herein provided, such statement shall be deemed final and binding upon the parties.

(h) All accounting records, documents, books, inventories, and other such related information shall be made available for COUNTY inspection at any time during the term of this Agreement. In addition

to the right of inspection, the COUNTY shall have the right at any time to conduct a full audit of the VENDOR's records for any Accounting Year or Accounting Period, including a certified audit by an independent accounting firm, on the financial records and business activities of the VENDOR relative to performance of this Agreement. The County is responsible to pay for all audits conducted by the COUNTY or by the COUNTY's independent accounting firm. However, the VENDOR shall submit to COUNTY a copy of its annual certified audit performed by VENDOR's accounting firm.

(i) The VENDOR shall provide a financial operating statement by the fifteenth (15<sup>th</sup>) day of each month which details, on an accrual basis, all Gross Revenues, direct operating costs, and net profit resulting from the concessions operations for the preceding month. The VENDOR shall provide other financial reports on the Concessions operation as are determined necessary and appropriate by the COUNTY, including day by day statements including all payroll, product inventory in and out, and receipts, which shall be accomplished daily. The VENDOR shall provide a monthly report with each payment request and a copy of its annual certified audit performed by VENDOR's accounting firm.

**SECTION 10. INDEMNIFICATION.** The VENDOR agrees to indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with

the performance of this Agreement whether by act or omission of the VENDOR, its agents, servants, employees or other, or because of or due to the mere existence of this agreement between the parties

**SECTION 11. INSURANCE.**

(a) General. The VENDOR shall at the VENDOR's own cost, procure the insurance required under this Section.

(1) Before taking possession of the leased premises, the VENDOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer(s) evidencing the insurance required by this Section (Commercial Liability, Property Insurance, Business Automobile Insurance and Workers' Compensation). The Certificate of Insurance shall provide that the COUNTY shall be given not less than forty-five (45) days written notice prior to the cancellation, non-renewal or restriction of coverage. Throughout the term of this Agreement and any extensions thereof, the VENDOR shall provide the COUNTY with a renewal or replacement of insurance for which a previous certificate has been provided.

(2) In addition to providing the Certificate of Insurance, pursuant to the above, if required by the COUNTY, the VENDOR shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required

(3) Neither approval by the COUNTY or failure to disapprove the insurance furnished by VENDOR shall relieve the VENDOR of the VENDOR's full responsibility for liability, damages, and accidents.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Such companies must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida.

(2) In addition, such companies shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall lose its Certificate of Authority, or shall fail to maintain the requisite Best's Rating and Financial Size Category, the VENDOR shall, as soon as the VENDOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by that insurer with a different insurance company meeting the requirements noted above. Until such time as the VENDOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the VENDOR shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the VENDOR, the VENDOR shall, at the VENDOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the

insurance shall commence prior to or concomitant with the Commencement of the Agreement and shall be maintained in force until the Agreement expires. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Commercial General Liability.

(A) The VENDOR's insurance shall cover the VENDOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements.

(B) The minimum limits to be maintained by the VENDOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Products/Completed Each Occurrence Limit	\$300,000.00 \$300,000.00

(C) Additional Insured - The Board of County Commissioners of Seminole County, Florida, its officials, officers, and employees are to be included as additional insureds.

(2) Property Insurance. VENDOR's insurance shall provide property insurance covering real property as follows:

(A) Special Form - Coverage is to be no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 10, and CP 10 30.

(B) Amount of Insurance shall be one hundred percent (100%) of the insurable replacement cost value of the building and structures inclusive of improvements or betterments.

(C) Maximum Deductible - FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Named Insured - The Board of County Commissioners of Seminole County, Florida must be included as a named insured.

(E) Flood Insurance - When building or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(3) Business Auto Policy.

(A) The VENDOR's insurance shall cover the VENDOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 02), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the VENDOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the VENDOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be



maintained by the VENDOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(4) Workers' Compensation/Employer's Liability.

(A) VENDOR's insurance shall cover the VENDOR and its subcontractors of every tier for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The VENDOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the VENDOR and its subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable Federal or State law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$1,000,000.00	(Each Accident)
\$5,000,000.00	(Disease-Policy Limit)
\$1,000,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(d) Coverage. The insurance provided by VENDOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY shall be excess of and not contributing with the insurance provided by or on behalf of the VENDOR.

(e) Provision. Commercial general Liability required by this Agreement shall be provided on an occurrence rather than a claims made basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the VENDOR, nor that of its employees or agents of liability from any obligation under this Agreement.

**SECTION 12. TERMINATION OF AGREEMENT FOR BREACH.**

(a) Material Breach: Any actions by VENDOR or any failure by VENDOR to perform any obligation hereunder which directly impairs or interferes with the cleanliness, safety, or favorable public image or reputation of Seminole County Government shall be a material breach and shall entitle the COUNTY to terminate this Agreement and all rights arising hereunder upon fifteen (15) days written notice; provided that nothing herein shall preclude the COUNTY or its agents from taking any immediate necessary action to remedy dangerous or unsafe conditions, regardless of the impact upon the VENDOR. The parties agree that the COUNTY shall retain the right, through its Support Services Manager to determine whether any action or failure of VENDOR constitutes a material breach hereunder, any such determination shall be conclusive and shall

be binding upon the parties hereto for the purpose of terminating the Agreement in accordance with the foregoing.

(b) Loss of Essential Licenses - Extraordinary Breach. The parties agree that the loss by VENDOR of any license or permit necessary to legal performance of its duties and obligations hereunder shall constitute an extraordinary breach of this Agreement and shall be grounds for immediate termination by the COUNTY. This provision shall apply specifically, but not exclusively, to the licenses or permits issued by the State of Florida. This subsection shall apply irrespective of the reason for loss or revocation of any necessary license permit.

(c) Unsatisfactory Performance. The parties agree that the COUNTY shall retain the right to demand performance which is in all ways satisfactory to it and the Support Services Manager shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event VENDOR's performance hereunder is deemed unsatisfactory, the COUNTY shall have the right to terminate this Agreement and all rights and obligations hereunder. Upon delivery of fifteen (15) day's written notice to the VENDOR, notice of termination under this subsection shall provide such additional time for termination, discontinuance of operations, and vacation of facilities as deemed appropriate by the Director.

(d) Insolvency. The parties agree that the COUNTY shall have the right to immediately terminate this Agreement if VENDOR shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the

VENDOR under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of the VENDOR, or in the event that a receiver or trustee shall be appointed for the VENDOR or the interest of the VENDOR under this Agreement.

(e) Terminating Accounting. In the event of termination under this Section, each party shall have full access to the other's financial records and accounts as they relate to this Agreement to facilitate a determination of the financial obligations of each to the other. If the parties cannot agree, then the parties agree to submit to the jurisdiction of the Courts of Seminole County, Florida, for such determination. The parties agree that in any event, and regardless of the inability of the parties to agree as to the financial obligations of each to the other, the COUNTY shall be entitled to exclusive, free, and unobstructed use and possession of the Concessions areas, immediately after the period for termination notice as provided for above has passed.

**SECTION 13. ADVERTISING.** All advertising by VENDOR, on site and off site, of the Concessions or VENDOR's services as it relates to this Agreement shall be approved by the Support Services Manager prior to use by VENDOR. The VENDOR may also be permitted to utilize advertising mediums to publicize the existence of the Concession's operation with COUNTY approval.

**SECTION 14. UTILITY SERVICE.** The COUNTY shall provide, at no cost to the VENDOR, water, electricity and sewer service. All

maintenance and repairs required to enjoy any utility service shall be at VENDOR's sole cost and expense.

**SECTION 15. TAXES.** The VENDOR shall pay any and all taxes or special assessments which may be levied or assessed upon the Concession leased hereunder. The VENDOR shall pay all taxes on its own personal property and leasehold. VENDOR shall be responsible for all sales taxes which may arise in connection with the operation of its business.

**SECTION 16. TERMINATION FOR CONVENIENCE.** Upon providing thirty (30) day advance written notice, the COUNTY may terminate this Agreement for convenience of the COUNTY.

**SECTION 17. INSPECTION.** The COUNTY shall have the right to inspect, as it deems necessary, any or all of the VENDOR's operations including plants or warehouses, and when accompanied by the VENDOR's representative, other sources preparing or supplying food, milk or beverage items, etc., to ensure full compliance with health and sanitation standards.

**SECTION 18. ASSIGNMENTS.** Neither party to this Agreement shall assign this Agreement nor any interest arising herein, without the written consent of the other.

**SECTION 19. SUBCONTRACTORS.** VENDOR shall not enter into subcontracts for any of the services to be performed hereunder by him without the prior written consent of the COUNTY.

**SECTION 20. INDEPENDENT CONTRACTOR.** It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of VENDOR to the COUNTY is that of independent contractor and not that of employee. No statement contained

in this Agreement shall be construed so as to find the VENDOR an employee of the COUNTY, and the VENDOR shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

**SECTION 21. EMPLOYEE STATUS.** Persons employed by the VENDOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

**SECTION 22. ENTIRE AGREEMENT.**

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreement sand negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

**SECTION 23. WAIVER OF BREACH OR DEFAULT.** Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and duly signed by the parties.

**SECTION 24. NOTICES.** Whenever either party desires to give notice unto the other, notice may be sent to:

FOR COUNTY

Support Services Manager  
Seminole County Services Building  
1101 East First Street  
Sanford, Florida 32771

FOR VENDOR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

**SECTION 25. AMENDMENTS.** COUNTY or VENDOR may request amendments that would increase, decrease, change or clarify any of the provisions of this Agreement. Such changes must be authorized by COUNTY in writing and duly signed by the parties.

**SECTION 26. EQUAL OPPORTUNITY EMPLOYMENT.** VENDOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

**SECTION 27. PUBLIC RECORDS LAW.** VENDOR acknowledges COUNTY's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. VENDOR acknowledges that

COUNTY is required to comply with Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 28. GOVERNING LAW. This Agreement shall be governed by the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the dates written below.

ATTEST:

\_\_\_\_\_  
By: \_\_\_\_\_  
(CORPORATE SEAL) Date: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS  
SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
By: \_\_\_\_\_  
Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency

As authorized for execution by  
the Board of County Commissioners  
at their \_\_\_\_\_, 20\_\_\_\_  
regular meeting.

\_\_\_\_\_  
County Attorney  
AC/lpk  
10/20/04  
rfp-4227

Attachments:  
Exhibit "A" - Scope of Services



## **Attachment A** **Scope of Services**

### **1. Purpose:**

The purpose of this "Request for Proposal" (RFP) is to solicit proposals from qualified firms to supply various types and sizes of vending machines to the following Seminole County facilities:

- County Services Building – 1101 East 1<sup>st</sup> Street, Sanford, Florida 32771
- Seminole County Courthouse – 301 North Park Avenue, Sanford, Florida 32771
- Criminal Justice Center – 101 Bush Blvd., Sanford, Florida 32773

*Note : Additional facilities may be added in the future.*

The County has determined the use of the designated premises will not interfere with the proper use of the various facilities and the vending services are necessary to the convenience of those transacting business in these facilities. The successful bidder agrees to furnish all equipment, fixtures, etc. necessary for the operation of vending services for Seminole County.

### **2. Basis of Award:**

Award of this RFP shall be to the firm offering the highest level of service at the best prices to the County.

**3. Background Check:** A standard background check will be required on the employees of the successful contractor (s) to access and perform work on County buildings like the Courthouse and the Criminal Justice Center.

### **4. Commission:**

The bidder will provide a firm, fixed percentage commission of the total gross sales for all requirements set forth in this invitation for bid. All firm, fixed percentages must be shown on the bid sheet.

### **5. Accounting Requirements:**

On a monthly basis, the successful bidder will remit to the County a percentage commission of the total gross sales for all vending machines. The total sales will be gross sales less sales tax. The percentage commission will be that which is shown on the bid sheet.

Within ten (10) calendar days following the conclusion of the previous monthly period, the Contractor will submit its calculations of the percentage commission and will make all commissions payable to:

Seminole County BOCC  
Attention: Angi Thompson, Principal Analyst  
200 West County Home Road  
Sanford, FL 32773-6179

The successful bidder will be responsible for paying sales tax and will not deduct such from the commissions owed to the County except in determining net sales.

The Contractor must include with the commission payment a detailed report of sales by location and vending machine including machine number and product.

### **6. Suggested Services:    Current level of service at each location:**

#### **(a) County Services Building**

- 6 soda machines
- 1 snack machines
- 1 food machine

#### **(b) Courthouse**

- 3 soda machines (jury lounge)

- 7 soda machines
- 3 snack machines
- 1 food machine
- (c) **Criminal Justice Center**
  - 2 soda machines (café)
  - 1 snack machine (café)
  - 1 food machine (café)
  - 1 coffee machine (café)
  - 2 soda machines (jury lounge)
  - 1 snack machine (jury lounge)

Variations on these services, such as hot food and drink machines, etc. will be considered in the bid. The County will provide one (1) ice machine at the County Services Building. Vendor must provide all paper products, condiments, utensils, and related accessories for products in vending machines.

#### **7. Installation:**

The successful bidder accepts full responsibility for the installation and efficient operation of equipment used.

#### **8. Servicing:**

All machines will be serviced on a daily basis (Monday through Friday) or as needed or specified by the County. Bidder will specify the approximate time of day for servicing of vending machines. Machines should not be serviced during normal lunch hours (11:00 AM – 2:00 PM). It is recommended that the successful bidder provide microwaves, napkins, utensils, etc. for a full service operation. Maintenance, cleaning and restocking of these items would be the responsibility of the successful bidder. The successful bidder will check in with the contact person at each location every time the machines are serviced. The name of a contact person will be supplied to the successful bidder upon award.

#### **9. Machines:**

All machines with the exception of those going into the Criminal Justice Center will be current models less than two (2) years old and in good working condition. All machines going into the Criminal Justice Center must be new. If the machine cannot be maintained in operational order or if it is in constant need of repair, the machine will be replaced. No old, outdated or obsolete machines will be used in any areas. Machines with dents, cracks, paint chips, etc. will not be acceptable. Successful bidder will repair or replace such equipment at its expense and the fee paid to the County will not be affected. The successful bidder will be on call at all times during operation of vending services, with a response time of not more than four (4) hours to services and/or repair breakdown of machines. All machines will be on rollers.

#### **10. Utilities and Other Considerations:**

Seminole County will provide water service, electricity, lighting, heating and air conditioning of designated premises, but without liability on the Seminole County's part arising from temporary interruption thereof on account of breakdown, power failure or like causes. Successful bidder agrees that in the use of such utilities, they will exercise the same degree of care and economy as would be exercised if they were paying for such utilities. This contract does not include any needed cleaning of the vending machines.

#### **11. Posting of Prices:**

Prices will be plainly posted on each vending machine. The County will be the sole judge of sign quality, size of letter and propriety of any signs posted.

#### **12. Quality:**

All food items must be fresh at all times and of current manufacture. All merchandise kept for sale will be subject to inspection and approval or rejection by the County during all times that vending service is in operation. Rejected merchandise will be immediately removed from vending machines and will not be returned for sale.

**13. Refunds:**

The successful bidder will provide a procedure for patrons of vending services to receive refunds for faulty working machines and any products that are not up to standard. The procedure for refunds must be immediate.

**14. Prices:**

For the first year of this contract, prices in all vending machines will remain at or below those prices listed on the bid sheet. At the end of the year, successful bidder may raise prices due only to increase in wholesale costs and only if approved by the County to do so. The County has final determination on all prices.


**15. Successful Bidder's Employees:**

The successful bidder will not employ any person or persons to serve any County facility who will use improper language or act in a loud, boisterous manner. The successful bidder's employees will at all times be polite and courteous in their dealing with patrons of the County. Employees servicing the Seminole County Courthouse and/or Criminal Justice Center will be required to pass a criminal background investigation prior to entry in these buildings. The successful bidder will provide the County with a list of all personnel (including their social security numbers and driver's license numbers) assigned to the account. The County reserves the right to require removal of an employee from the account.

**16. Designated Holidays:**

No services will be required or accepted on designated holidays unless specific prior arrangements have been made. Below is the approved holiday schedule for 2005. Future schedules are expected to be similar.

New Year's Day  
Martin Luther King's Birthday  
Memorial Day  
Independence Day  
Labor Day  
Veteran's Day  
Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve  
New Year's Eve

<b>SUBMIT PROPOSALS TO:</b>  Seminole County 1101 E. 1st Street, Room 3208 Sanford, Florida 32771  <b>Attn.: PURCHASING DIVISION</b>	<b>REQUEST FOR PROPOSALS</b>  and Proposer Acknowledgment
Contact: Gloria M. García, CPPB Senior Procurement Analyst 407-665-7123 ggarcia@seminolecountyfl.gov	<b>RFP-4227-04/GMG</b> <b>VENDING AGREEMENT FOR SNACKS, DRINKS &amp; HOT/COLD FOOD VENDING SERVICES FOR SEMINOLE COUNTY SERVICES, COURTHOUSE &amp; CRIMINAL JUSTICE CENTER LOCATIONS</b>
Proposal Due Date: <b>December 1, 2004</b> Proposal Due Time: <b>2:00 PM - EST</b>	<b>Location of Public Opening:</b>  County Services Building, Room #3223 1101 E. 1st Street, Sanford, Florida 32771
Proposer Name: <b>Snack Time Vending, Inc.</b>	Federal Employer ID Number or SS Number: <b>59 304 2282</b>
Mailing Address: <b>2480 N. Ronald Reagan Blvd.</b>	If returning as a "No Submittal", state reason (if so, return only this page):
City, State, Zip: <b>Longwood, FL. 32750</b>	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation    Partnership <input type="radio"/> Proprietorship    Joint Venture	X  Authorized Signature (Manual)
Incorporated in the State of: <b>Florida</b>	
Telephone Number: <b>407-332-9299</b>	Typed Name: <b>Candice Jacobs</b>
Toll Free Telephone Number: (800)	Title: <b>Vice President</b>
Fax Number: <b>407-332-9769</b>	Date: <b>November 29, 2004</b>

**THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL**

The Applicant is expected to completely analyze the information contained in this Request for Proposals as guidance for the preparation of the submittal. The Applicant's submittal shall be sufficiently specific, detailed, and complete to clearly and fully demonstrate the Applicant's understanding of the proposed work requirements.

**Snack Time Vending, Inc.**  
**RFP-4227-04/GMG**  
**SECTION 1: REQUIRED SUBMITTALS**

**Letter of Transmittal**

November 23, 2004

County Purchasing and Contracts Division  
Seminole County  
1101 East First Street #3208  
Sanford, FL 32771

County Purchasing and Contracts Division:

Please accept this letter as our Letter of Transmittal.

Corporation Submitting Proposal:

**Snack Time Vending, Inc.**


County's Request for Proposal number:

**RFP-4227-04-GMG**

Please be advised this letter shall serve notice that Snack Time Vending, Inc. is ready and able to supply vending services to the Seminole County Services Building, Courthouse and Criminal Justice Center Locations according to the requirements of the request for proposal number listed above.

All terms and conditions of the RFP are understood and acknowledged by the undersigned. In addition, the undersigned acknowledges receipt of Addendum #1 and Addendum #2.

Sincerely,

  
Jerry Jacobs  
President

**Snack Time Vending, Inc.**  
**RFP-4227-04/GMG**  
**SECTION 1: REQUIRED SUBMITTALS**

**Corporate Information**

Snack Time Vending, Inc. is a corporation certified with the Florida Secretary of State and is a corporation in good standing.

Snack Time Vending, Inc. is one of the largest and oldest vending companies operating in the state of Florida under the same ownership for over 20 years.

Snack Time Vending, Inc. provides full line vending services and products to businesses, government agencies and school systems throughout Central Florida. We provide you with the latest in equipment and product. We have a full range of national brand and healthy selection items as well as a full range of beverage items and ice cream. We offer our customers the very best in personnel, products, service and equipment.

**Summary of Litigation**

Snack Time Vending, Inc. is an \$8 + million dollar volume company. Snack Time Vending, Inc. has no outstanding debt and no litigation history.

**License Sanctions**

Florida Department of State Division of Corporations

Seminole County Occupational License

Annual Resale Certificate for Sales Tax

Florida Department of Agriculture and Consumer Services Division of Food Safety Food Permit

Department of Business and Professional Regulation Division of Hotels and Restaurants License

## **Snack Time Vending, Inc.**

**RFP-4227-04/GMG**

### **SECTION 1: REQUIRED SUBMITTALS**

#### **Current Workload**

Snack Time Vending, Inc. has 48 employees and operates 24 vending routes in 5 Central Florida counties.

Allocated and available man-hours are projected by state-of-the-art computer programs. We have personnel available to install, service and maintain vending equipment on a daily basis.

Snack Time Vending, Inc. employs a complete staff available for the project. This includes general manager, supervisors, route personnel, service technicians and office staff.

#### **Project Understanding Project Objectives**

Snack Time Vending, Inc. will service Seminole County Services Building, Courthouse & Criminal Justice Center Locations with vending machines for soda, snack, food and coffee. Snack Time Vending, Inc. will efficiently operate all equipment installed. In addition, all machines will be serviced on a daily basis (Monday through Friday) or as needed or specified by the County. Time of service will be determined by the County.

#### **Project Understanding Anticipated Deliverables**

Snack Time Vending, Inc. will place soda, snack, food and coffee vending machines as requested by Seminole County for the Seminole County Services Building, Courthouse and Criminal Justice Center Locations. Machines will have dollar validators and be metered for accountability. Machines will be placed in areas according to the needs of this RFP. All machines will be serviced as required.

In addition, Snack Time Vending, Inc. will provide microwave ovens as needed and full supplies of napkins and utensils.

## **Snack Time Vending, Inc.**

**RFP-4227-04/GMG**

### **SECTION 1: REQUIRED SUBMITTALS**

#### **Project Understanding**

##### **Why Snack Time Vending**

Snack Time Vending, Inc. is locally owned and operated and has been in business for over 20 years under the same ownership. We have been providing vending services to Seminole County Government Services as well as Seminole, Orange and Volusia public schools. In addition, Snack Time Vending provides vending services to other businesses in Seminole, Orange, Volusia, Lake and Osceola counties.

Snack Time Vending, Inc. is Central Florida's leading, locally owned, full line, experienced vending company. Tours of our local warehouse and office facility are available any time.

Snack Time will provide you with the best in equipment and product. We have a state of the art, centrally located warehouse, uniformed and courteous route personnel and skilled service technicians available 24 hours per day, 7 days per week. Snack Time Vending answers all your calls personally during business hours.

Our new machines and size of our company allows Snack Time Vending to provide excellent service and therefore generate the most revenue for your location. In addition, Snack Time Vending, Inc. maintains full and complete insurance for liability, worker's compensation and automobile. Any and all required certificates will be provided as necessary.

Due to our track record of keeping machines fully stocked with fresh products, cleaned and serviced daily, and our excellent service levels, our the most revenue I realized. Our track record will validate that machines are kept in optimum working order. If and when a service problem arises, Snack Time Vending policy is to have a service technician at location within 2 hours.



## **Snack Time Vending, Inc.**

**RFP-4227-04/GMG**

### **SECTION 1: REQUIRED SUBMITTALS**

#### **Project Understanding**

##### **Anticipated Benefits**

Snack Time Vending, Inc. will provide metered machines with dollar validators. All machines are to be serviced by uniformed, professional and well-trained route personnel. Our experienced service technicians are on call 24 hours per day, 7 days per week.

We provide you with the largest and freshest variety of product and beverages delivered fresh to you from our local, fully stocked warehouse.

Snack Time Vending, Inc. utilizes metered machines so that location can check at any time to be assured that they are receiving exactly the commission due.

Snack Time Vending provides all food and beverage items and related products and equipment, including but not limited to Frito Lay machines, Nestle milk machines, Hershey vending machines, Dole and Gatorade machines, and food machines.

Snack Time Vending will provide locations with a bank of refund money so any refunds requested will be immediate.

Our comprehensive reporting system allows you to verify commission statements. In addition, we supply you with a Direct Pay Permit showing that Snack Time Vending Inc. will remit all use tax on commission for location as required by the State of Florida.

**Attachment B**  
**PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Instructions to Proposers, General and/or Special Conditions, Vendor's Notes, Specifications, proposed agreement and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal at the prices, rates or discounts quoted in my proposal. I agree that my proposal will remain firm for a period of up to one hundred twenty (120) days in order to allow the County adequate time to evaluate the proposals.

I agree to abide by all conditions of this proposal and understand that a background investigation may be conducted by the Seminole County Sheriff's Department prior to award.

I certify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the vendor/contractor as its act and deed and that the vendor/contractor is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service; no officer, employee or agent of the Seminole County Government or of any other Proposer interested in said proposal; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

Name of Business

By: Candice Jacobs  
Signature

Candice Jacobs, V.P.  
Name & Title, Typed or Printed

2480 N. Ronald Reagan Blvd.  
Mailing Address

Longwood, FL 32750  
City, State, Zip Code

(407) 332-9299  
Telephone Number

Sworn to and subscribed before me

This 29<sup>th</sup> day of

NOVEMBER 2004  
Margaret Salvers  
Signature of Notary

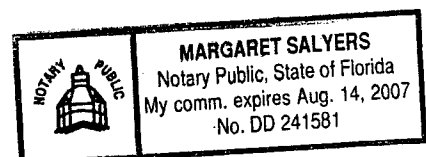
Notary Public, State of Florida

Personally Known

-OR-

Produced Identification ☒

Type: FL DRIV. LIC exp 10-30-2010



**Attachment C**  
**Conflict of Interest Statement**

STATE OF FLORIDA

COUNTY OF SEMINOLE )  
 ) ss  
 )

- Before me, the undersigned authority, personally appeared Candice Jacobs, who was duly sworn, deposes, and states:
1. I am the Vice President of Snack Time Vending, Inc. with a local office in Longwood, FL and principal office in Longwood, FL.
  2. The above named entity is submitting an Expression of Interest for the Seminole County project described as **RFP-4227-04/GMG - Vending Agreement for snacks, drinks & hot/cold food vending services for Seminole County Services Building, Courthouse and Criminal Justice Center Locations**
  3. The Affiant has made diligent inquiry and provides the information contained in this Affidavit based upon his own knowledge.
  4. The Affiant states that only one submittal for the above project is being submitted and that the above named entity has no financial interest in other entities submitting proposals for the same project.
  5. Neither the Affiant nor the above named entity has directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive pricing in connection with the entity's submittal for the above project. This statement restricts the discussion of pricing data until the completion of negotiations and execution of the Agreement for this project.
  6. Neither the entity nor its affiliates, nor any one associated with them, is presently suspended or otherwise ineligible from participating in contract lettings by any local, state, or federal agency.
  7. Neither the entity, nor its affiliates, nor any one associated with them have any potential conflict of interest due to any other clients, contracts, or property interests for this project.
  8. I certify that no member of the entity's ownership, management, or staff has a vested interest in any aspect of or Department of Seminole County.
  9. I certify that no member of the entity's ownership or management is presently applying for an employee position or actively seeking an elected position with Seminole County.
  10. In the event that a conflict of interest is identified in the provision of services, I, on behalf of the above named entity, will immediately notify Seminole County in writing.

DATED this 29<sup>th</sup> day of NOVEMBER, 2004.

Name of Affiant

Candice Jacobs  
Candice Jacobs  
Vice President

Typed

Title

Sworn to and subscribed before me this 29<sup>th</sup> day of NOVEMBER, 2004.

Personally known \_\_\_\_\_

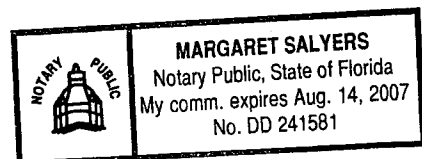
OR Produced identification ☒

FL DRIV. LIC Exp 10-30-2010  
(Type of identification)

Notary Public - State of Florida

My commission expires Aug 14, 2007

(Printed typed or stamped  
commissioned name of notary public)



**Attachment D**  
**Compliance with the Public Records Law**

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Proposers must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: Snack Time Vending, Inc.

Authorized representative (printed): Candice Jacobs

Authorized representative (signature): Candice Jacobs

Date: 11/29/04

Project Number: RFP-4227-04/GMG

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR PROPOSAL

**Snack Time Vending, Inc.**  
**RFP-4227-04/GMG**  
**SECTION 2: PAST PERFORMANCE**

**Five References**

✓ Location Name: Seminole County Food Service  
Address: 400 E. Lake Mary Blvd. Sanford, FL 32773  
Phone: 407-320-0000 Fax: 407-320-0297  
Contact: Mr. Dan Andrews  
Dates: 1998 - present

✓ Location Name: Seminole Community College  
Address: 100 Weldon Blvd. Sanford, FL 32773  
Phone: 407-328-4722 Fax: 407-328-2177  
Contact: Mr. Scott Roche  
Dates: 2003 - present

Location Name: Motorcycle Mechanics, Inc. (MMI)  
Address: 9755 Delegates Drive Orlando, FL 32801  
Phone: 407-240-2422 Fax: 407-826-9523  
Contact: Ms. Diane Ely  
Dates: 1999 - present

Location Name: Transpo Electronics  
Address: 2150 Brengle Avenue Orlando, FL 32808  
Phone: 407-298-4563 Fax: 407-298-9054  
Contact: Mr. Terry Moore  
Dates: 1998 - present

✓ Location Name: Mears Transportation  
Address: 324 West Gore Street Orlando, FL 32806  
Phone: 407-422-4561 Fax: 407-422-1324  
Contact: Ms. Noel Pagliero  
Dates: 2002 - present

All reference locations include beverage, snack and food vending machines.  
Revenues range between \$1000 and \$5000 per week per location.

**Snack Time Vending, Inc.**  
**RFP-4227-04/GMG**  
**SECTION 3: TECHNICAL PLAN**

**Scope of Services**

Snack Time Vending, Inc will meet all needs and objectives of the Agreement. This includes, but is not limited to, machines placed as required, machines stocked on a daily basis, items stocked as requested, machines continuously maintained.

**Proposed Approach**

Our general management, supervisors, route personnel, service technicians and office personnel will meet the needs and objectives of this Agreement.

Our service department is available 24 hours/day, 7 days/week. We respond to service calls within 2 hours.

All machines are metered for accountability.

Agreement will be signed and copy of insurance certificate shall be furnished to the County prior to final execution of the Contract.

**Availability and Variety of Food Items**

Snack Time Vending, Inc. provides a full selection of beverage, snack and food items. Variety is unlimited and requests are welcome.

**Stocking Procedures**

Route personnel are scheduled to service machines on a daily basis. Service times will be scheduled as requested and specified by the County.

**Snack Time Vending, Inc.**  
**RFP-4227-04/GMG**  
**SECTION 3: TECHNICAL PLAN**

**Equipment**

The following is a list of the equipment proposed to furnish services under this Agreement. All machines will be new, not reconditioned.

**Seminole County Services Building**

<b>LOCATION</b>	<b>Coke Can/Bottle Machine</b>	<b>Pepsi Can/Bottle Machine</b>	<b>Snack Machine</b>	<b>Cold Food Machine</b>
	4	2	1	1

**Seminole County Courthouse**

<b>LOCATION</b>	<b>Coke Can/Bottle Machine</b>	<b>Pepsi Can/Bottle Machine</b>	<b>Snack Machine</b>	<b>Cold Food Machine</b>
	5	5	4	1

**Seminole County Criminal Justice Center**

<b>LOCATION</b>	<b>Coke Can/Bottle Machine</b>	<b>Pepsi Can/Bottle Machine</b>	<b>Snack Machine</b>	<b>Cold Food Machine</b>	<b>Coffee Machine</b>
Cafe	1	1	1	1	1
Jury Room	1	1	1		

**Snack Time Vending, Inc.**

**RFP-4227-04/GMG**

**SECTION 4: PRICE PROPOSAL**

**Proposed Products/Costs/Commission**

**Seminole County Services Building, Courthouse  
And  
Criminal Justice Center Locations**

<b>Items</b>	<b>Price</b>	<b>Commission</b>
Can Soda	.60	10%
Bottled Soda	1.00	10%
Sport Drinks	1.25	10%
Water 20 oz	1.00	10%
LSS (Large Chips)	.80	10%
Chips (Regular)	.60	10%
Pastry	.80	10%
Cookies	.80	10%
Candy	.70	10%
Crackers	.55	10%
Gum/Mints	.55	10%
Coffee	.35 -.55	10%
Cold Food	.50 – 2.00	0%

Snack Time Vending Inc. shall pay a monthly commission of 10% of gross sales less sales tax on all vending machines other than cold food. If commission is desired on food, pricing on food can be adjusted to accommodate commission.

Location will be provided with a Direct Pay Permit showing that Snack Time Vending Inc. will remit all use tax on commission for location as required by the State of Florida.

Please note that due to our excellent service and track record of keeping machines fully stocked with fresh products, cleaned and serviced daily, the most revenue is realized.



\*\*\*\*FAX TRANSMITTAL\*\*\*\*

Snack Time Vending  
2480 N. Ronald Reagan Blvd  
Longwood, FL 32750  
Phone: 407-332-9299  
Fax: 407-332-9769

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TO: *San. County Purchasing* FAX: *407-665-7956*  
ATT: *Gloria Garcia*  
FROM: *Bill Blauvelt*  
DATE: *12/17/04*

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COMMENTS:

*Please Let us know if this is all you need or  
if you need a complete list of all products.*

*Thank You!*

NUMBER OF PAGES INCLUDING COVER SHEET  
THANK YOU!

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## Snack Time Vending Price List

ITEM	COST
Wedge Sandwich	\$1.50
7" Sub Sandwich	\$1.75
10" Sub Sandwich	\$2.00
Milk ½ Pint	\$ .50
Juice 12 oz.	\$ .75
Jimmy Dean Sausage Biscuit	\$1.10
Bagels	\$ .85
Otis Spunkmeyer Muffins	\$ .85
Tony,s Pizza	\$1.50
Yogurt	\$ .85
White Castle Burgers	\$1.50



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Complete Food &  
Beverage Service

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## Snack Time Vending Price List

ITEM	COST
Frito Lay Chips (1.0 oz. small chips)	\$ .55
Frito Lay LSS (1.25-1.75 oz. large chips)	\$ .75
Cheese Its (1.5 oz.)	\$ .55
Lance Crackers (1.5 oz.)	\$ .50
Snickers (2.07 oz.)	\$ .65
Hershey Bars (1.45 oz.)	\$ .65
Gum and Mints	\$ .50
Mrs. Freshleys Honey Bunn (5.0 oz.)	\$ .75
Pop Tarts (3.6 oz.)	\$ .75
Grandma Cookies (2.0 oz.)	\$ .75
Famous Amos (2.0 oz.)	\$ .75



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Complete Food &  
Beverage Service